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Attorneys for Defendant Eric Kay

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

IRONSHORE INDEMNITY INC.,

Plaintiff,

vs.

ADAM ROGAS and ERIC KAY,

Defendants.

Case No. 2:21-cv-01706-JAD-BNW

~~STIPULATION AND ORDER TO~~
EXTEND THE TIME TO FILE A
REPLY IN SUPPORT OF ERIC
KAY'S MOTION FOR JUDGMENT
ON THE PLEADINGS
(FIRST REQUEST)

[ECF No. 94]

This is an insurance coverage dispute between excess insurer Ironshore and Eric Kay. Specifically, at issue is whether Adam Rogas's ("Rogas") submission of a May 29, 2019 Warranty Letter that allegedly induced Ironshore to issue a \$5 million excess D&O insurance policy to the company that Rogas founded and was CEO of NS8, Inc. ("NS8"), triggers the Warranty Exclusion, which Ironshore contends precludes coverage for all insureds, including Kay. Ironshore alleges that the Warranty Exclusion applies based upon Rogas's "knowledge or information" of the ongoing financial fraud that Rogas allegedly perpetrated against NS8's investors

1 when Rogas himself allegedly created forged banking statements beginning in
2 January 2018 (overstating NS8's revenues by \$62 million). It is Rogas's alleged
3 conduct, which has resulted in separate SEC and DOJ Lawsuits against Rogas
4 (including the freezing of his assets), and the Kay Demand Letter against Kay, for
5 which Kay has sought coverage from NS8's insurers, including Ironshore. Kay
6 disagrees with Ironshore's position and contends that he is entitled to coverage under
7 the Ironshore policy.

8 Given the amount in controversy and the complexity of the coverage
9 issues in this case, plaintiff Ironshore Indemnity, Inc. and defendant Eric Kay
10 stipulate and agree that additional time is necessary for the briefing on this motion.
11 Therefore, Ironshore and Kay stipulate and agree that the deadline to file a reply in
12 support of Eric Kay's Motion for Judgment on the Pleadings shall be extended from
13 March 21, 2022 until March 28, 2022.

1 This stipulation is the parties' first request for an extension of time
2 concerning the briefing schedule on Eric Kay's Motion for Judgment on the
3 Pleadings (ECF No. 91) and this stipulation is made in good faith and not for any
4 delay.

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6 WILSON, ELSER, MOSKOWITZ,
7 EDELMAN & DICKER LLP

8 *s/ Chad C. Butterfield*

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14 **IT IS SO ORDERED.**

15
16 
UNITED STATES DISTRICT JUDGE

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18 DATED: March 21, 2022